

**Agreement Implementing the
Relief for Workers Affected by Coronavirus Act**

AGREEMENT BETWEEN

THE COMMONWEALTH OF THE NORTHERN MARIANAS

AND

THE SECRETARY OF LABOR, U.S. DEPARTMENT OF LABOR

The Secretary of Labor, U.S. Department of Labor, and the Commonwealth of the Northern Mariana Islands, in order to carry out the provisions of the Relief for Workers Affected by Coronavirus Act (Public Law 116-136), hereinafter referred to as the "Act," hereby agree as follows:

I. The Commonwealth of the Northern Mariana Islands, hereinafter referred to as the "State," will make payments of benefits in accordance with the provisions of the Act identified in paragraph XII, and any future amendments thereto (which are incorporated herein by reference), and will cooperate with the U.S. Department of Labor (Department of Labor), and with other state agencies in making such payments.

II. The State concerned will perform all of the functions and duties undertaken pursuant to the provisions of the Act identified in paragraph XII in accordance with the terms of this Agreement, and all guidance or operating instructions issued by the Department of Labor.

III. This Agreement will immediately terminate with respect to any of the provisions of the Act identified in paragraph XII and no further benefits will be payable under such provision or provisions of the Act identified in paragraph XII, upon the Department of Labor's determination that the state did not comply with all of the requirements of such provision or provisions of the Act identified in paragraph XII, or any applicable guidance or operating instructions issued by the Department of Labor.

IV. The State will maintain such records pertaining to the administration of each provision of the Act identified in paragraph XII as the Department of Labor requires, and will make all such records available for inspection, examination, and audit by such federal officials or employees as the Department of Labor may designate or as may be required by law.

V. The State will furnish to the Department of Labor such information and reports as the Department of Labor determines are necessary or appropriate for carrying out the purposes of the provisions of the Act identified in paragraph XII.

VI. Payments to States.

- A. The State will be paid from time to time, in advance, the amount of the estimated cost of the benefits to be paid or reimbursed the amount of benefits already paid by the State under this Agreement regarding the provisions of the Act identified in paragraph XII. This amount may be reduced or increased by any amount which the Secretary of Labor finds that the prior estimate for any calendar month was greater or less than the amount which should have been paid to the State. Such estimates may be made upon the basis of such statistical, sampling, or other method as may be agreed upon by the Department of Labor and the State.
- B. The State also will be paid, from funds appropriated for such purpose, the amounts the Department of Labor determines to be necessary in the state for the proper and efficient administration of the provisions of the Act identified in paragraph XII under this Agreement.

VII. The State will use all money paid to the state pursuant to this agreement for the payment of benefits, and related administrative costs, for the purpose for which the money was paid to the state, and will return to the United States Treasury, upon request of the Department of Labor, any such money (a) if the Department of Labor finds that the money is not needed for such purpose or that the money has been used for a purpose other than that for which it was paid, or (b) on termination of this Agreement. The "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200 apply to funds distributed under this Agreement. Additionally, the Notice of Award issued will include other terms and conditions that may be applicable to these grants.

VIII. Consistent with the requirements of the provisions identified in paragraph XII, the State will take such action as reasonably may be necessary to recover for the account of the United States all benefit amounts erroneously paid and restore any lost or misapplied funds paid to the state for benefits or the administration of this Agreement.

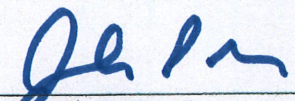
IX. To the extent that agencies of the state obtain bonds to protect funds of the state, the State will obtain bonds to protect funds made available to it for the payment of benefits and the costs of administration of this Agreement. The pro rata cost of such bonds shall be considered a necessary cost of the administration. If under state law the state acts as a self-insurer of state funds and does not obtain bonds to protect them, the State shall so inform the Department of Labor in writing and in such case the state will act as a self-insurer with respect to funds which are paid to the state under this Agreement.


X. This Agreement with respect to any of the provisions identified in paragraph XII may be terminated by either party on thirty days' written notice. If the Agreement is terminated with respect to any of the provisions identified in paragraph XII of this Agreement, the State will process and pay benefits for all weeks of unemployment which end prior to the date of termination for which such payments are due.

XI. This Agreement shall be effective when both parties have signed it.

XII. This Agreement applies to the provisions in the Act that the State agrees to implement the Pandemic Unemployment Assistance program (Section 2102). The State agrees to abide by the requirements in the statute, operating instructions and guidance, including the following program-specific requirements of Section 2102:

- A. For purposes of administering Pandemic Unemployment Assistance, except where contrary to the statute or operating instructions or guidance, the state will administer the program in accordance with the Disaster Unemployment Assistance regulations at 20 CFR Part 625, including follow the provisions for fraud and overpayments.
- B. Pandemic Unemployment Assistance is payable for weeks of unemployment beginning on January 27, 2020.

 4/10/20
John P. Pallasch Date
Assistant Secretary for
Employment and Training
U.S. Department of Labor

By  March 29, 2020
VICKY BENAVENTE Date

Secretary, Department of Labor
Commonwealth of the Northern Mariana Islands

DATE: March 29, 2020

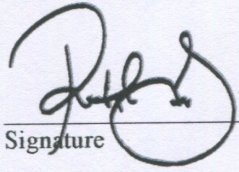
For the State of: Commonwealth of the Northern Mariana Islands

CERTIFICATION OF AUTHORITY

NAME: RALPH DLG. TORRES

TITLE: Governor, Commonwealth of the Northern Mariana Islands

I hereby certify that the above-named person has the authority under the Constitution and laws of this State to sign this Agreement on behalf of the State.


Signature

Governor, Commonwealth of the Northern Mariana Islands
Title

03/29/2020
Date



COMMONWEALTH of the NORTHERN MARIANA ISLANDS
OFFICE OF THE GOVERNOR

DELEGATION OF AUTHORITY

I, RALPH DLG. TORRES, GOVERNOR OF THE COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS (CNMI), DELEGATE THE AUTHORITY AND RESPONSIBILITY FOR EXECUTING THE AGREEMENTS WITH THE U.S. DEPARTMENT OF LABOR RELATED TO THE RELIEF FOR WORKERS AFFECTED BY CORONAVIRUS ACT, 2020 TO VICKY I. BENAVENTE, SECRETARY OF LABOR, CNMI DEPARTMENT OF LABOR.

EXECUTED THIS 29TH DAY OF MARCH, 2020.

A handwritten signature in black ink, appearing to read "Ralph DLG. Torres", is written over a horizontal line.

RALPH DLG. TORRES
GOVERNOR